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11 *Allied Interstate, Inc.*

12 **UNITED STATES DISTRICT COURT**  
13 **CENTRAL DISTRICT OF CALIFORNIA**  
14 **WESTERN DIVISION**

15  
16 ALAN HERNANDEZ, individually and  
on behalf of all others similar situated,

17 Plaintiff,

18 v.

19 ALLIED INTERSTATE, INC.;  
20 ALLIED INTERSTATE LLC; and  
DOES 2 through 50 inclusive,

21 Defendants.  
22

Case No. 2:12-cv-09271-DMG-JEM

**[PROPOSED] STIPULATED  
PROTECTIVE ORDER**

Judge: Hon. Dolly M. Gee

Magistrate: Hon. John E. McDermott

**[DISCOVERY MATTER]**

1       The parties agree that disclosure and discovery activity in the above-captioned  
2 litigation may require the disclosure of documents, things, and information  
3 (collectively, "Information") in the possession, custody, or control of Plaintiff Alan  
4 Hernandez, Defendant Allied Interstate LLC f/k/a Allied Interstate, Inc., other parties  
5 who may be added to this case at a later date, and non-parties, which may be protected  
6 under constitutional, statutory, or common law rights to privacy, or constitute or  
7 contain trade secrets. As a result, the parties believe good cause exists to enter into a  
8 protective order to protect such Information. Without waiver of objections to the  
9 discoverability of any documents, the parties intend to provide a mechanism for the  
10 discovery of relevant Information, otherwise not objectionable, in a manner which  
11 protects all parties, including non-parties to this litigation, from the risk of disclosure  
12 of such confidential Information. Nothing in this Order is intended, or shall be  
13 construed, to expand or restrict the scope of discoverable materials, or affect the scope  
14 of materials that may be designated as confidential and subject to any protective order,  
15 and shall not otherwise affect any person's burden or duty to comply with the Federal  
16 Rules of Civil Procedure, including but not limited to Fed. R. Civ. P. 26.

17       NOW, WHEREFORE, good cause having been shown, the parties in the above-  
18 captioned litigation hereby STIPULATE AND AGREE, and the Court HEREBY  
19 ORDERS AS FOLLOWS:

20       1.     Nothing herein shall be deemed: (1) a waiver of any objection any party  
21 or non-party may raise to the production of any documents and in support of a refusal  
22 to produce such documents, or (2) an admission to the relevancy of the documents  
23 requested or produced.

24       2.     This Protective Order governs the handling of Information, including, but  
25 not limited to: documents, deposition testimony and exhibits, interrogatory responses,  
26 responses to requests for admissions, responses to demands for inspection, and any  
27 copies, excerpts, summaries or descriptions of such documents and information.  
28

1           3. Any party or other person producing any Information in response to a  
2 discovery request or subpoena in this action (a “Producing Person”) may unilaterally  
3 and in good faith designate such Information as “Confidential” in accordance with  
4 Paragraphs 4 and 5 below. Any non-party that wishes to take advantage of this  
5 protective order shall sign Exhibit A.

6           4. Information may be designated as “Confidential” if the following two  
7 criteria are met: (a) the information contained or expressed therein has not been  
8 disclosed to the public, and (b) if public disclosure of such information is either  
9 restricted by law or would, in the good faith opinion of the Producing Person,  
10 adversely affect its business, commercial, financial, or personal interests, or be  
11 reasonably likely to pose a risk of significant harm to the Producing Person’s  
12 competitive or financial position. Such information includes, but is not limited to,  
13 audio recordings containing personal information, account records of consumers, and  
14 proprietary database information and internal policies and procedures. Furthermore,  
15 information may be designated as “Confidential” if the information in the good-faith  
16 opinion of the Producing Person contains (a) trade secrets or other commercially  
17 sensitive, confidential research, development or commercial information, or highly  
18 sensitive or personal financial information, and (b) the confidential designation is  
19 consistent with the standards set forth in the Federal Rules and relevant case law or if  
20 the party has a business, commercial, financial, or personal interest in protecting the  
21 information.

22           5. Information may be designated as Confidential by stamping such  
23 designation on the Information or electronic media containing the Information. Any  
24 Confidential Information not reduced to documentary, tangible or physical form or  
25 which cannot conveniently be designated, including but not limited to data contained  
26 in any electronic form, shall be designated Confidential by informing the receiving  
27 party in writing that the information is confidential. If any party produces  
28 Confidential material stored electronically, including but not limited to production of

1 magnetic diskettes or downloaded or uploaded files transferred by any method, then  
2 all of that information retains its Confidential nature regardless of whether the  
3 information is manipulated or converted to any other media including but not limited  
4 to the creation of print-outs or other hard copies and conversions or manipulation of  
5 data for whatever purpose including but not limited to conversions or manipulation for  
6 processing by any other computer hardware or software. The party must make a good  
7 faith effort to label such media as confidential, but must not alter the document's  
8 native integrity in doing so.

9         6. Neither the designation by a party of any document, information or  
10 deposition testimony as Confidential hereunder, nor its receipt by the other party, shall  
11 constitute a concession that the document, information or deposition testimony is  
12 confidential. But the receiving party will treat all Information designated  
13 "Confidential" as designated and in the manner described below unless and until the  
14 parties agree otherwise or the Court orders otherwise.

15         7. A party objecting to the designation of Information as "Confidential" (the  
16 "Objecting Party") shall provide written notice of the objection to the Producing  
17 Party, specifying the materials that are the subject of the objection and detailed  
18 grounds for the objection. Within ten (10) days after such objection, the parties shall  
19 confer in good faith in an effort to resolve the objection pursuant to Local Rule 37-1.  
20 If the parties cannot resolve the objection informally, within the earlier of 21 days of  
21 the written notice of objection or within 14 days of the parties agreeing that the meet-  
22 and-confer process will not resolve their dispute, the Producing Party shall provide its  
23 portion of the joint stipulation required under Local Rule 37-2 to the Objecting Party.  
24 The parties shall prepare and file the joint stipulation pursuant to the procedure set  
25 forth in Local Rule 37-2. Failure by the Producing Party to timely provide its portion  
26 of the joint stipulation to the Objecting Party shall automatically waive the  
27 confidentiality designation for each challenged designation. The burden of persuasion  
28 in any such challenge proceeding shall be on the Producing Party. Frivolous

1 challenges, and those made for an improper purpose (*e.g.*, to harass or impose  
2 unnecessary expenses and burdens on other parties) may expose the Objecting Party to  
3 sanctions. Unless the Producing Party has waived the confidentiality designation by  
4 failing to provide its portion of the joint stipulation as described above, all parties  
5 shall continue to afford the material in question the level of protection to which it is  
6 entitled under the Producing Party's designation until the court rules on the challenge.

7 8. Except as provided herein, or upon order of the Court, without prior  
8 express written permission from the Producing Party, counsel shall not deliver,  
9 exhibit, or disclose any Information designated as "Confidential" to any person(s),  
10 organization(s), or group(s), except those permitted by Paragraphs 10 through 14  
11 below, and shall not discuss any such Information with any person(s), organization(s),  
12 or group(s), except those permitted by Paragraphs 9 through 13 below.

13 9. Information designated as "Confidential" may be used solely by the  
14 parties to this litigation and only in preparation for and during the trial of this action,  
15 all post-trial proceedings, or mediation or arbitration of the issues raised in this  
16 litigation. Nothing in this Order shall be construed as authorizing a party to disobey a  
17 lawful subpoena issued in another action, although upon receiving such a subpoena,  
18 the receiving party must notify the disclosing party within two business days to give  
19 the disclosing party an opportunity to object. The parties stipulate that Confidential  
20 Information obtained through discovery in this action will be held in strict confidence  
21 and shall not be disclosed, except as otherwise provided herein, to any person other  
22 than:

23 a) the Court (including appellate courts), arbitrators, and mediators,  
24 and the personnel of any of the foregoing;

25 b) counsel to all parties in this litigation, including "outside" counsel  
26 of any party's members, and the counsel's regular and temporary employees  
27 and service vendors;  
28

1 c) author(s), addressee(s), subject(s), and recipient(s) of the  
2 Confidential Information;

3 d) experts and consultants (and their employees, agents or other  
4 persons hired or used by them) employed by or retained by any of the parties to  
5 this litigation or their counsel who are assisting counsel in the prosecution or  
6 defense of this litigation pursuant to the provisions of Paragraph 10 below;

7 e) actual or potential deponents or witnesses in this action, and their  
8 counsel, during the course of their depositions or testimony or, to the extent  
9 necessary, in preparation for such depositions or testimony, subject to the notice  
10 provision in Paragraph 10 below;

11 f) the parties to this litigation; and

12 g) stenographers engaged to transcribe depositions conducted in this  
13 action.

14 10. Except by written consent of the Producing Person, each person (other  
15 than those in the categories noted in Paragraph 9(a) through 9(c), 9(e) (if that person  
16 will be given Confidential Information only during the course of his or her deposition  
17 or testimony) and 9(f)) to whom Information designated as "Confidential" may be  
18 disclosed under this Protective Order shall be provided with a copy of this Protective  
19 Order and shall certify in the declaration attached as Exhibit A, prior to the time he or  
20 she receives such Information in any form whatsoever, that he or she has read the  
21 Protective Order and understands its terms and agrees to be bound by its terms.  
22 Counsel disclosing Information designated as "Confidential" to any such person shall  
23 retain the original executed copy of the declaration and is required to disclose the  
24 executed declarations to opposing counsel.

25 11. Counsel may make copies of Information designated as "Confidential"  
26 for the purpose of filing copies with the Court. However, any Information designated  
27 as "Confidential," or copies thereof, or any pleading, memorandum of law, motion or  
28 other document submitted to the Court disclosing any such Information, shall be filed

1 under seal pursuant to this stipulation (as described in Local Rule 79-5.1) and order if  
2 the Court permits, and upon such terms as the Court deems proper, and shall remain  
3 under seal, unless or until modified by Court order.

4 12. Failure to designate Information as “Confidential” using the procedures  
5 described above shall not waive a party’s right to later so designate such material as  
6 confidential. Once such a designation is made by written notice and new copies of  
7 properly marked materials sent to all counsel in the litigation, the designated  
8 Information shall be treated thereafter as “Confidential” in accordance with this  
9 Stipulation and Protective Order. In the event that there is an interval between the  
10 written notice and the provision of new copies of properly marked materials, the  
11 parties shall use their best efforts to treat those documents identified in the written  
12 notice according to their new designation until such time as the properly marked  
13 materials are received.

14 13. With respect to Information produced by a party as to which the party  
15 inadvertently failed at the time of production to assert a claim of attorney-client  
16 privilege or work product immunity, such production shall not be a waiver of that  
17 privilege or immunity claim. Assertion of the privilege or claim of immunity shall be  
18 made by written notice as soon as practicable after learning of the inadvertent  
19 disclosure. Within fifteen (15) days after receiving a written request from the  
20 Producing Person, a party receiving such Information must return it and all copies  
21 thereof to the Producing Person or destroy the Information and copies thereof  
22 regardless of whether the receiving party contests the Producing Person’s claim of  
23 privilege or immunity. The cost, if any, for returning such Information from the paper  
24 or electronic files of the receiving party shall be borne by the Producing Person. A  
25 party may, by motion, after conferring with opposing counsel in a good-faith effort to  
26 resolve by agreement any dispute regarding the Producing Person’s assertion of  
27 attorney-client privilege or work product immunity, contest the Producing Person’s  
28 claim of privilege or immunity. Nothing in this provision is designed to limit the



1 parties' rights regarding inadvertent disclosure of privileged materials under Federal  
2 Rule of Civil Procedure 502.

3 14. Subject to the provisions herein and the Federal Rules, deposition  
4 transcripts or portions of deposition transcripts may be designated "Confidential"  
5 within fifteen (15) days of transcription of a transcript. Any deposition transcript shall  
6 be treated as Confidential until fifteen (15) days after its transcription, or as otherwise  
7 agreed by the parties.

8 15. This Protective Order shall not affect:

9 a) any party's right to seek an order compelling discovery with  
10 respect to any discovery request;

11 b) any party's right to object to any discovery or the production of  
12 any information or documents;

13 c) any party's right to use or object to the admission of any evidence  
14 on any grounds in any proceeding herein; or

15 d) any party's right to use its own documents produced in this  
16 litigation with complete discretion; however the producing party shall  
17 seasonably notify all other parties of any change in circumstance concerning  
18 justification for Confidential treatment (*e.g.*, public disclosure of the material  
19 through means other than through this litigation).

20 16. Upon the happening of both: (a) the expiration of 15 days after final  
21 resolution of this Litigation, including all appeals, and (b) demand by the producing  
22 party, all Information designated as "Confidential" shall be returned to the Producing  
23 Person including all copies made of Information designated as "Confidential."  
24 Alternatively, such Information may be destroyed by the receiving party. Attorney  
25 impressions regarding Confidential Information need not be destroyed or returned, but  
26 shall continue to be otherwise protected under this Order.

27 17. This Protective Order may be modified by further order of the Court, or  
28 by agreement of counsel for the parties subject to the approval of the Court, provided



1 that any such agreement shall be in the form of a written stipulation filed with the  
2 clerk of the Court and made a part of the record in this case.

3 IT IS SO ORDERED:

4  
5 Dated: March 6, 2013

/s/John E. McDermott

HON. JOHN E. McDERMOTT  
UNITED STATES MAGISTRATE JUDGE

6  
7  
8 SEEN AND AGREED TO:

9  
10 By: /s/ Matthew Righetti (w/ permission)

11 MATTHEW RIGHETTI  
12 *matt@righettilaw.com*  
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17 Attorneys for Plaintiff:  
18 *Alan Hernandez*

19 Dated: March 5, 2013

By: /s/ Jeffrey D. Skinner

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Attorneys for Defendant:  
*Allied Interstate LLC f/k/a*  
*Allied Interstate, Inc.*

Dated: March 5, 2013

**EXHIBIT A**

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

ALAN HERNANDEZ, individually and  
on behalf of all others similar situated,

Plaintiff,

v.

ALLIED INTERSTATE, INC.;  
ALLIED INTERSTATE LLC, and  
DOES 1 through 50 inclusive,

Defendants.

Case No. 2:12-cv-09271-DMG-JEM

**ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print  
or type full address], declare under penalty of perjury that I have read in its entirety  
and understand the Stipulated Protective Order that was issued by the United States  
District Court for the Central District of California on [date] in the case of *Hernandez  
v. Allied Interstate Inc., et al*, No. 2:12-cv-09271-DMG-JEM. I agree to comply with  
and to be bound by all the terms of this Stipulated Protective Order and I understand  
and acknowledge that failure to so comply could expose me to sanctions and  
punishment in the nature of contempt. I solemnly promise that I will not disclose in  
any manner any information or item that is subject to this Stipulated Protective Order  
to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action.

1 I hereby appoint \_\_\_\_\_ [print or type full name] of  
2 \_\_\_\_\_ [print or type full address and  
3 telephone number] as my California agent for service of process in connection with  
4 this action or any proceedings related to enforcement of this Stipulated Protective  
5 Order.

6  
7 Date: \_\_\_\_\_

8 City and State where sworn and signed: \_\_\_\_\_

9  
10 Printed name: \_\_\_\_\_  
11 [printed name]

12  
13 Signature: \_\_\_\_\_  
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